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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

11 DAIMON MCGUIRE,

12
13 *Plaintiffs,*

14 v.

15 THE CITY OF LOS ANGELES;
16 ARRESTING OFFICER JOHN DOE;
17 ARRESTING OFFICER JOHN DOE

18 *Defendants.*
19

CASE NO. 2:24-CV-09909-DSF-KES

Hon. Dale S. Fischer, Ctrm. 7D

Hon. Karen E. Scott, Ctrm. 6D(Roybal)

PROTECTIVE ORDER

20
21 1. A. PURPOSES AND LIMITATIONS

22 Discovery in this action is likely to involve production of confidential, proprietary,
23 or private information for which special protection from public disclosure and from use
24 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the
25 parties hereby stipulate to and petition the Court to enter the following Stipulated
26 Protective Order. The parties acknowledge that this Order does not confer blanket
27 protections on all disclosures or responses to discovery and that the protection it affords
28 from public disclosure and use extends only to the limited information or items that are

1 entitled to confidential treatment under the applicable legal principles. The parties further
2 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
3 does not entitle them to file confidential information under seal; Civil Local Rule 79-5
4 sets forth the procedures that must be followed and the standards that will be applied
5 when a party seeks permission from the court to file material under seal.

6
7 B. GOOD CAUSE STATEMENT

8 This action involves employees of the City of Los Angeles (the “City”) which
9 include members of the City’s Los Angeles Police Department (“LAPD”). The nature of
10 the incident that gives rise to Plaintiff’s suit and Plaintiff’s claims and allegations, will
11 result in discovery production that includes: police reports and evidence; investigation
12 reports and evidence; potentially peace officer personnel materials; information
13 implicating the privacy rights of third parties (i.e., bystander witnesses, emergency
14 personnel information); and other private and confidential materials for which require
15 special protection from public disclosure.

16 Specifically, Plaintiff is seeking materials and information that Defendants
17 maintain as confidential such as personnel files of the police and/or sworn officers
18 involved in this incident, Internal Affairs materials and information, video recordings,
19 audio recordings, photographs, and information and other administrative materials and
20 information currently in the possession of the City and which Defendants believe need
21 special protection from public disclosure and from use for any purpose other than
22 prosecuting this litigation. Plaintiff may also seek official information contained in the
23 personnel files of the police and/or sworn officers involved in the subject incident, which
24 are maintained as strictly confidential and which Defendants believe need special
25 protection from public disclosure and from use for any purpose other than prosecuting
26 this litigation.

27 Defendants assert that the confidentiality of the materials and information sought
28 by Plaintiff is recognized by California and federal law, as evidenced inter alia by

1 California Penal Code section 832.7 and *Kerr v. United States Dist. Ct. for N.D. Cal.*, 511
2 F.2d 192, 198 (9th Cir. 1975), *aff'd*, 426 U.S. 394 (1976). Defendant has not publicly
3 released the materials and information referenced above except under protective order or
4 pursuant to a court order, if at all. The personnel materials and information are of the type
5 that has been used to initiate disciplinary action against the City's respective employees,
6 and has been used as evidence in disciplinary proceedings, where the employee conduct
7 was considered to be contrary to policy.

8 Defendants contend that absent a protective order delineating the responsibilities
9 of nondisclosure on the part of the parties hereto, there is a specific risk of unnecessary
10 and undue disclosure Plaintiff or anyone he involves or employs to be involved in this
11 case, as well as the corollary risk of embarrassment, harassment and professional and
12 legal harm on the part of the City's employees referenced in the materials and
13 information.

14 Defendants also contend that the unfettered disclosure of the materials and
15 information, absent a protective order, would allow the media to share this information
16 with potential jurors in the area, impacting the rights of Defendants herein to receive a
17 fair trial.

18 Accordingly, to expedite the flow of information, to facilitate the prompt resolution
19 of disputes over confidentiality of discovery materials, to adequately protect information
20 the parties are entitled to keep confidential, to ensure that the parties are permitted
21 reasonable necessary uses of such material in preparation for and in the conduct of trial,
22 to address their handling at the end of the litigation, and serve the ends of justice, a
23 protective order for such information is justified in this matter. It is the intent of the
24 parties that information will not be designated as confidential for tactical reasons and that
25 nothing be so designated without a good faith belief that it has been maintained in a
26 confidential, non-public manner, and there is good cause why it should not be part of the
27 public record of this case.

1 The Court finds Good Cause for, by entry of this Protective Order regarding
2 confidential documents consistent with the terms and provisions of this Order. However,
3 the entry of a Protective Order by the Court pursuant to this Stipulation shall not be
4 construed as any ruling by the Court on the aforementioned legal statements or privilege
5 claims in this section, no shall this section be construed as part of any such Court Order.

6
7 2. DEFINITIONS

8 2.1 Action: *McGuire v. City of Los Angeles, et al.*, case no. 2:24-cv-09909-DSF-
9 KES.

10 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
11 information or items under this Order.

12 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
13 generated, stored or maintained) or tangible things that qualify for protection under
14 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
15 Statement.

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
17 support staff).

18 2.5 Designating Party: a Party or Non-Party that designates information or items
19 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

20 2.6 Disclosure or Discovery Material: all items or information, regardless of the
21 medium or manner in which it is generated, stored, or maintained (including, among other
22 things, testimony, transcripts, and tangible things), that are produced or generated in
23 disclosures or responses to discovery in this matter.

24 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent
25 to the litigation who has been retained by a Party or its counsel to serve as an expert
26 witness or as a consultant in this Action.

27 2.8 House Counsel: attorneys who are employees of a party to this Action. House
28 Counsel does not include Outside Counsel of Record or any other outside counsel.

1 2.9 Non-Party: any natural person, partnership, corporation, association, or other
2 legal entity not named as a Party to this action.

3 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
4 Action but are retained to represent or advise a party to this Action and have appeared in
5 this Action on behalf of that party or are affiliated with a law firm which has appeared on
6 behalf of that party, and includes support staff.

7 2.11 Party: any party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their
9 support staffs).

10 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
11 Material in this Action.

12 2.13 Professional Vendors: persons or entities that provide litigation support
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
15 their employees and subcontractors.

16 2.14 Protected Material: any Disclosure or Discovery Material that is designated
17 as “CONFIDENTIAL.”

18 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from
19 a Producing Party.

20
21 3. SCOPE

22 The protections conferred by this Stipulation and Order cover not only Protected
23 Material (as defined above), but also (1) any information copied or extracted from
24 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
25 Material; and (3) any testimony, conversations, or presentations by Parties or their
26 Counsel that might reveal Protected Material.

27 Any use of Protected Material at trial shall be governed by the orders of the trial
28 judge. This Order does not govern the use of Protected Material at trial.

1 4. DURATION

2 Once a case proceeds to trial, all of the information that was designated as
3 confidential or maintained pursuant to this protective order becomes public and will be
4 presumptively available to all members of the public, including the press, unless
5 compelling reasons supported by specific factual findings to proceed otherwise are made
6 to the trial judge in advance of the trial. See *Kamakana v. City and County of Honolulu*,
7 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing
8 documents produced in discovery from “compelling reasons” standard when merits-
9 related documents are part of court record). Accordingly, the terms of this protective
10 order do not extend beyond the commencement of the trial.

11 Even after final disposition of this litigation, the confidentiality obligations
12 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
13 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
14 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
15 and (2) final judgment herein after the completion and exhaustion of all appeals,
16 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
17 any motions or applications for extension of time pursuant to applicable law.

18
19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
21 Party or Non-Party that designates information or items for protection under this Order
22 must take care to limit any such designation to specific material that qualifies under the
23 appropriate standards. The Designating Party must designate for protection only those
24 parts of material, documents, items, or oral or written communications that qualify so that
25 other portions of the material, documents items, or communications for which protection
26 is not warranted are not swept unjustifiably within the ambit of this Order.

27 Mass, indiscriminate, or routinized designations are prohibited. Designations that
28 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,

1 to unnecessarily encumber the case development process or to impose unnecessary
2 expenses and burdens on other parties) may expose the Designating Party to sanctions.

3 If it comes to a Designating Party's attention that information or items that it
4 designated for protection do not qualify for protection, that Designating Party must
5 promptly notify all other Parties that it is withdrawing the inapplicable designation.

6 5.2 Manner and Timing of Designations. Except as otherwise provided in this
7 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
8 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
9 must be clearly so designated before the material is disclosed or produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic documents, but
12 excluding transcripts of depositions or other pretrial or trial proceedings), that the
13 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
14 "CONFIDENTIAL legend"), to each page that contains protected material. If only a
15 portion or portions of the material on a page qualifies for protection, the Producing Party
16 also must clearly identify the protected portion(s) (e.g., by making appropriate markings
17 in the margins).

18 A Party or Non-Party that makes original documents available for inspection need
19 not designate them for protection until after the inspecting Party has indicated which
20 documents it would like copied and produced. During the inspection and before the
21 designation, all of the material made available for inspection shall be deemed
22 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
23 copied and produced, the Producing Party must determine which documents, or portions
24 thereof, qualify for protection under this Order. Then, before producing the specified
25 documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page
26 that contains Protected Material. If only a portion or portions of the material on a page
27 qualifies for protection, the Producing Party also must clearly identify the protected
28 portion(s) (e.g., by making appropriate markings in the margins).

1 (b) for testimony given in depositions that the Designating Party identify the
2 Disclosure or Discovery Material on the record, before the close of the deposition all
3 protected testimony.

4 (c) for information produced in some form other than documentary and for any
5 other tangible items, that the Producing Party affix in a prominent place on the exterior
6 of the container or containers in which the information is stored the legend
7 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,
8 the Producing Party, to the extent practicable, shall identify the protected portion(s).

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
10 designate qualified information or items does not, standing alone, waive the Designating
11 Party’s right to secure protection under this Order for such material. Upon timely
12 correction of a designation, the Receiving Party must make reasonable efforts to assure
13 that the material is treated in accordance with the provisions of this Order.

14
15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
17 confidentiality at any time that is consistent with the Court’s Scheduling Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
19 process under Local Rule 37.1 et seq. or follow the procedures for informal, telephonic
20 discovery hearings on the Court’s website. 6.3 The burden of persuasion in any such
21 challenge proceeding shall be on the Designating Party. Frivolous challenges, and those
22 made for an improper purpose (e.g., to harass or impose unnecessary expenses and
23 burdens on other parties) may expose the Challenging Party to sanctions. Unless the
24 Designating Party has waived or withdrawn the confidentiality designation, all parties
25 shall continue to afford the material in question the level of protection to which it is
26 entitled under the Producing Party’s designation until the Court rules on the challenge.

27 7. ACCESS TO AND USE OF PROTECTED MATERIAL
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1 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed
2 or produced by another Party or by a Non-Party in connection with this Action only for
3 prosecuting, defending, or attempting to settle this Action. Such Protected Material may
4 be disclosed only to the categories of persons and under the conditions described in this
5 Order. When the Action has been terminated, a Receiving Party must comply with the
6 provisions of section 13 below (FINAL DISPOSITION).

7 Protected Material must be stored and maintained by a Receiving Party at a
8 location and in a secure manner that ensures that access is limited to the persons
9 authorized under this Order.

10 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
11 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
12 may disclose any information or item designated “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to
15 disclose the information for this Action;

16 (b) the officers, directors, and employees (including House Counsel) of the
17 Receiving Party to whom disclosure is reasonably necessary for this Action;

18 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
19 reasonably necessary for this Action and who have signed the “Acknowledgment and
20 Agreement to Be Bound” (Exhibit A);

21 (d) the court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to
24 whom disclosure is reasonably necessary for this Action and who have signed the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (g) the author or recipient of a document containing the information or a custodian
27 or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL" before a determination by the court from which the subpoena or

1 order issued, unless the Party has obtained the Designating Party's permission. The
2 Designating Party shall bear the burden and expense of seeking protection in that court
3 of its confidential material and nothing in these provisions should be construed as
4 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
5 from another court.

6 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BEPRODUCED IN
7 THIS LITIGATION

8 (a) The terms of this Order are applicable to information produced by a Non-Party
9 in this Action and designated as "CONFIDENTIAL." Such information produced by
10 Non-Parties in connection with this litigation is protected by the remedies and relief
11 provided by this Order. Nothing in these provisions should be construed as prohibiting a
12 Non-Party from seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to produce a
14 Non-Party's confidential information in its possession, and the Party is subject to an
15 agreement with the Non-Party not to produce the Non-Party's confidential information,
16 then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-Party that some
18 or all of the information requested is subject to a confidentiality agreement with a Non-
19 Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
21 Order in this Action, the relevant discovery request(s), and a reasonably specific
22 description of the information requested; and

23 (3) make the information requested available for inspection by the Non-Party,
24 if requested.

25 (c) If the Non-Party fails to seek a protective order from this court within 14 days
26 of receiving the notice and accompanying information, the Receiving Party may produce
27 the Non-Party's confidential information responsive to the discovery request. If the Non-
28 Party timely seeks a protective order, the Receiving Party shall not produce any

1 information in its possession or control that is subject to the confidentiality agreement
2 with the Non-Party before a determination by the court. Absent a court order to the
3 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
4 court of its Protected Material.

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6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
8 Protected Material to any person or in any circumstance not authorized under this
9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
10 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
11 all unauthorized copies of the Protected Material, (c) inform the person or persons to
12 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
13 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
14 that is attached hereto as Exhibit A.

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
16 PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain inadvertently
18 produced material is subject to a claim of privilege or other protection, the obligations of
19 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
20 This provision is not intended to modify whatever procedure may be established in an e-
21 discovery order that provides for production without prior privilege review. Pursuant to
22 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
23 effect of disclosure of a communication or information covered by the attorney-client
24 privilege or work product protection, the parties may incorporate their agreement in the
25 stipulated protective order submitted to the court.

26 12. MISCELLANEOUS

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
28 to seek its modification by the Court in the future.

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
2 Order no Party waives any right it otherwise would have to object to disclosing or
3 producing any information or item on any ground not addressed in this Stipulated
4 Protective Order. Similarly, no Party waives any right to object on any ground to use in
5 evidence of any of the material covered by this Protective Order.

6 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
7 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
8 under seal pursuant to a court order authorizing the sealing of the specific Protected
9 Material at issue. If a Party's request to file Protected Material under seal is denied by the
10 court, then the Receiving Party may file the information in the public record unless
11 otherwise instructed by the court.

12 13. FINAL DISPOSITION

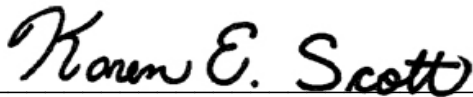
13 After the final disposition of this Action, as defined in paragraph 4, within 60 days
14 of a written request by the Designating Party, each Receiving Party must return all
15 Protected Material to the Producing Party or destroy such material. As used in this
16 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
17 summaries, and any other format reproducing or capturing any of the Protected Material.
18 Whether the Protected Material is returned or destroyed, the Receiving Party must submit
19 a written certification to the Producing Party (and, if not the same person or entity, to the
20 Designating Party) by the 60 day deadline that (1) identifies (by category, where
21 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
22 the Receiving Party has not retained any copies, abstracts, compilations, summaries or
23 any other format reproducing or capturing any of the Protected Material. Notwithstanding
24 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion
25 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
26 deposition and trial exhibits, expert reports, attorney work product, and consultant and
27 expert work product, even if such materials contain Protected Material. Any such archival
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1 copies that contain or constitute Protected Material remain subject to this Protective Order
2 as set forth in Section 4 (DURATION).

3 14. Any violation of this Order may be punished by any and all appropriate measures
4 including, without limitation, contempt proceedings and/or monetary sanctions.
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6 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
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8 DATED: June 5, 2025
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11 HON. KAREN E. SCOTT
12 United States Magistrate Judge
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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued
by the United States District Court for the Central District of California on
[date]_____ in the case of *McGuire v. City of Los Angeles, et al.*, case no. 2:24-
cv-09909-DSF-KES I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so comply
could expose me to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item that is subject to
this Stipulated Protective Order to any person or entity except in strict compliance with
the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print or
type full name] of _____ [print or type full
address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____